



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
EPA NEW ENGLAND**

**Date:** January 4, 2001  
**Subject:** Karpa Property  
**From:** Cynthia E. Catri  
Senior Enforcement Counsel  
**To:** File

Meeting October 31, 2000 at Sawyer Street trailer with Greg Jonsson, Esq., Richard Vohnoutka, Cynthia Catri (EPA), Jim Brown (EPA), Edward Fallon (COE), Quentin Walsh (COE), Maurice Beaudoin (COE), George Leontire, Esq. (City of New Bedford), Felix Petraca (abutter) and his representative and representatives of Buff-Tree (potential developer). EPA and COE described the remediation and its impact on abutting properties. Buff-Tree was informed that remediation plans could be reasonably modified to accommodate future development of area and that EPA's required property interests were minimized as much as possible anticipating future development of area.

<b>NEGOTIATOR'S REPORT PART I</b>		1. PROJECT NAME AND LOCATION New Bedford Harbor CDF'C'		2. TRACT NUMBER 101 & 101E	
THRU:		TO:		FROM: Edward J. Fallon & Quentin Walsh	
3. NAME AND ADDRESS OF OWNERS: APRAK Realty Trust (Richard Vohnoutka) Sawyer Street, New Bedford, MA Plat 93 Lot 263					
3. AREA Permanent Easements 51,034 ± S.F. Temporary Easement 3,402 ± S.F.		4. APPROVED APPRAISED VALUE \$ 31,570.00 (.77 Acres) \$ 9,430.00 (.23 Acres) \$ 930.00		6. GOVERNMENT'S INITIAL OFFER  \$ 41,930.00	

**POC:** Attorney Greg Jonsson (508) 636-6991

**September 12, 2000**

Quentin Mailed offers to owners.

**September 14, 2000**

Quentin Received return receipts from mailing.

**September 28, 2000**

Telephoned Attorney Greg Jonsson and left message to return my call.

**September 29, 2000**

Second telephone call to Attorney Greg Jonsson and left message to return my call.

**October 6, 2000**

Third telephone call to Attorney Greg Jonsson and left message to return my call otherwise we would be forced to begin condemnation proceedings due to non-responsiveness. Secretary said he would call back around 12:30PM. No call received by close of business.

**October 23, 2000**

Cindy Catri, Quentin and I met with Attorney Greg Jonsson. Mr. Vohnoutka was not present and called while the meeting was in progress to say that he was unable to attend but that Mr. Jonsson could act in his behalf. Mr. Jonsson said that his client was insulted with the government's offer in light of the proposed offer by a potential developer of \$450,000. I informed Mr. Jonsson that if the proposed offer by the developer was in fact a bonafide purchase and sales or offer to purchase we might be able to consider it as a basis for negotiations but without seeing the entire document we could not make any commitments. Otherwise, Mr. Vohnoutka's only other avenue was to contract for his own appraisal, so long as it confirmed with the governments guidelines, and he could then submit it for review by the government and if it was found to have more validity and was approved could form the basis for a new offer. The meeting concluded with us continuing our discussions after we have a chance to meet with the proposed developers scheduled for October 31, 2000.

**October 31, 2000**

We meet with the proposed developer, Mr. Vohnoutka, and City of New Bedford at the office trailer on Sawyer Street. An overview of the project and effects of the real estate were given by EPA and COE. We explained to the proposed contractor that we were willing and able to modify our proposed design plans to accommodate their proposed plans so that any impact on their project would/could be minimized. We further explained that the real estate acquisitions were kept to a minimum to allow for

**November 20, 2000**

Quentin received a fax from Attorney Jonsson (dated Sat Nov. 18) asking why we have not responded to his clients counter offer of \$301,500.00 dated Nov. 10, 2000. To date we have not received any offer and I called the Attorney and asked for a copy. Jonsson stated that the counter offer was based on the difference between \$450,000 for the original offer from the proposed developer and a recent new offer of \$148,500. Jonsson said that the new offer was made after our meeting with the developer and was based on our plans for construction of the CDF. I told him that we and the developer must sit down to discuss their plans, which we have not yet seen, to reassure them that our plans could be modified to assist their plans. He assured me that he would contact the developer and plan it meet ASAP. He further stated that, no, there was no appraisal or any other documentation to support any of the value estimates discussed and that he was going to recommend to Mr. Vohnoutka that he sign a new ROE and to go forward with his own appraisal.

**November 28, 2000**

In again faxed a new copy of right-of-entry to Greg Jonsson for Mr. Vohnoutka to sign.

**November 29, 2000**

Called Mr. Jonsson left message to return call re ROE. And meeting with developer.

**December 6, 2000**

Called Mr. Jonsson numerous times since the 29<sup>th</sup> and left messages, none returned. Today, Mr. Jonsson and I talked about setting up a meeting with the developer in the near future, tentative date of the 13<sup>th</sup>, he will call back latter to confirm. Also stated that GEVEAU & Co. of New Bedford would be doing an appraisal of his client's property.

**December 11, 2000**

Called Mr. Jonsson yet again, not in office and did not return my call. Recommended to Cindy that we proceed with an access order and letter to the attorney indicating that if a response, in writing is not received within seven days that we proceed with filing condemnation proceedings due to non-responsiveness by Mr. Vohnoutka.

8. NEGOTIATOR'S RECOMMENDATION	8A. SIGNATURE, TITLE AND DATE
9. INTERIM RECOMMENDATION ( <i>Proj. Mgr. Or Ch. Acq. Br.</i> )	9A. SIGNATURE, TITLE AND DATE
10. INTERIM RECOMMENDATION ( <i>Ch. R.E.Div.</i> )	10A. SIGNATURE, TITLE AND DATE
11. CHECK APPLICABLE ITEMS COUNTER OFFER IN THE AMT. OF \$ _____ ACCEPTED _____ REJECTED BY: _____ DIST _____ DIV _____ OCE _____ OSA	
_____ SIGNATURE TITLE DATE	